

A. G. Contract No. KR920833TRN
ECS File: JPA 92-54
Pima File: 01-03-A-117219-0193
Project: IR 10-4(018)/H 2458 01C
Section: I-10 Miracle Mile TI

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 18 February, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and PIMA
COUNTY, ARIZONA, acting by and through its Board of Supervisors
(the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. Incident to an improvement project at the I-10 Miracle
Mile traffic interchange contemplated by the State, the County
has requested that improvements to the County's sanitary sewer
be incorporated into the State's project, to include the
construction of a structural support system for an existing 42
inch sewer at Flowing Wells Wash and westbound frontage road,
as well as the adjustment of sewer manhole rim elevations, at
an estimated cost of \$38,250.00, all at County expense,
hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>17386</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>02/18/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>[Signature]</u>

II. SCOPE OF WORK

1. The County will:

a. Provide Project plans, specifications and such other documents required for construction bidding and construction. Be responsible for any contractor claims for extra compensation attributable to the County.

b. Provide the State's contractor such permits as may be required to accomplish the Project.

c. Reimburse the State the cost of the Project, in an amount estimated at \$38,250.00, plus fifteen percent (15%) construction engineering costs, within thirty (30) days after receipt of an invoice, and provide maintenance to the Project.

d. Conduct construction inspections from time to time as the County deems necessary and appropriate.

2. The State will:

a. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the County on any Project contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State. Confer with the County during construction.

b. Upon completion, and with the concurrence of the County, approve and accept the Project.

c. Invoice the County for the reasonable actual cost of the Project, in an amount estimated at \$38,250.00, plus fifteen percent (15%) construction engineering costs.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Pima County
County Manager
130 West Congress
Tucson, AZ 85701

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By Ed Moran

Chairman

Board of Supervisors

JAN 1 2 1993

By Robert P. Mickelson

ROBERT P. MICKELSON

Deputy State Engineer

ATTEST

By Jane Williams
JANE WILLIAMS
Clerk of the Board

4716j
17APR

RESOLUTION

BE IT RESOLVED on this 17th day of April 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pima County for the purpose of defining responsibilities for the design, construction and maintenance of improvements to the existing sewer system relating to the I-10 Miracle Mile traffic interchange project.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


For CHARLES E. COWAN
Director

RESOLUTION NO. 1993 -14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA; RELATING TO WASTEWATER MANAGEMENT; PROVIDING FOR AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Arizona Department of Transportation has undertaken the task of improving Interstate-10 (I-10) Frontage Roads at the Miracle Mile Traffic Interchange; and

WHEREAS, said improvements have created a conflict with existing Pima County Wastewater Management Department (PCWMD) sanitary sewer facilities at the Flowing Wells Wash and I-10; and

WHEREAS, said conflicts have created the necessity to extend an existing support structure for an existing 42-inch sewer line, PCWMD Plan # G-142, across a proposed concrete box culvert; and

WHEREAS, PCWMD does not have prior rights in said area, and is there by permit and therefore will reimburse Arizona Department of Transportation for all construction costs incurred by the construction of the proposed support structure via an Intergovernmental Agreement; and

WHEREAS, PCWMD has approved construction plans for the sewer support structure for the existing sanitary sewer prepared by GLHN, a local consulting engineer; and

WHEREAS, said plans have been incorporated into the improvement plans for the Miracle Mile Traffic Interchange prepared by Arizona Department of Transportation's engineer, Johnson Brittain; and

WHEREAS, PCWMD desires to allow Arizona Department of Transportation to administer and construct said support structure as a component of the I-10 Improvements at Miracle Mile; and

WHEREAS, PCWMD desires to participate in an Intergovernmental Agreement with Arizona Department of Transportation in order to facilitate the construction of sewer support structure during, and as part of, the Miracle Mile Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, AS FOLLOWS:

Section 1. That the Intergovernmental Agreement between Pima County and Arizona Department of Transportation attached hereto as Attachment A is hereby approved; and

Section 2. That the Chairman of the Board of Supervisors is hereby empowered to execute the Intergovernmental Agreement; and

Section 3. That the various Pima County officers and employees are hereby authorized and directed to perform any and all acts necessary to give effect to this Resolution.

RESOLVED by the Board of Supervisors of Pima County, Arizona, this 12th day of January, 1993.

Ed Moran

Chairman, Pima County Board of Supervisors

JAN 12 1993

ATTEST:

Jane S. Williams
Clerk, Board of Supervisors

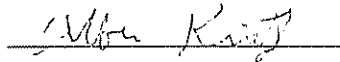
APPROVED AS TO FORM:

Alvin Krietz
Deputy County Attorney

APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreements, between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and PIMA COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 3 day of DEC., 1992.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-0833-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 16th day of February, 1993.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section